NO. 55638-3-II

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION II

Travis and Michelle Vogue,

Plaintiffs/Respondents,

v.

Patti Lou Gillum,

Defendant/Appellant.

BRIEF OF APPELLANT PATTI GILLUM

ON APPEAL FROM THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR PACIFIC COUNTY

The Honorable Donald J. Richter

David Tarshes, WSBA #13658
Jerret E. Sale, WSBA #14101
Thomas McKay, WSBA #46501
NORTHWEST JUSTICE PROJECT
401 Second Ave S., Suite 407
Seattle, Washington 98104
Phone: (206) 464-1519
Fax: (206) 299-3123
Email: davidt@nwjustice.org
Attorneys for Defendant/Appellant Patti Gillum

TABLE OF CONTENTS

Page (s)

TABLE OF AUTHORITIES

Page(s)

Washington Cases

Other State Cases

Statutes and Ordinances

Other Authorities

I. INTRODUCTION

This appeal presents the question whether the trial court misapplied the law as set forth in *Proctor v. Huntington*, 169 Wn.2d 491, 238 P.3d 1117 (2010), and *Arnold v. Melani*, 75 Wn.2d 143, 449 P.2d 800 (1968), when it granted injunctive relief requiring Defendant/Appellant Patti Gillum's manufactured home to be demolished, rendering Ms. Gillum homeless, in order to accommodate the desire of Plaintiffs/Respondents Travis and Michelle Vogue to use the property on which the home is partly located for recreational purposes. For the reasons set forth below, the trial court made multiple errors of law in applying the *Proctor/Arnold* test and abused its discretion in determining that Ms. Gillum's home should be destroyed.

II. ASSIGNMENTS OF ERROR, ISSUES, AND STANDARD OF REVIEW

A. Assignments of Error

1. The trial court erred when it held that Ms. Gillum did not satisfy the first *Proctor/Arnold* factor, including through entry of Findings of Fact 10-13 and Conclusions of Law 5 and 11. CP 23-25.

2. The trial court erred when it held that Ms. Gillum did not satisfy the second *Proctor/Arnold* factor, including through entry of Findings of Fact 4, 6, 8, 9, 14-17, and 19 and Conclusions of Law 4, 6, and 11. CP 23-25.

3. The trial court erred when it held that Ms. Gillum did not satisfy the third *Proctor/Arnold* factor, including through entry of Findings of Fact 6 and 14-19 and Conclusions of Law 6, 7 and 11. CP 23-25.

4. The trial court abused its discretion when it found, in Finding of Fact 22, that the hardship to Ms. Gillum is outweighed by the hardship to the Vogues. CP 24.

5. The trial court abused its discretion when it determined that injunctive relief as to the home, rather than imposition of the liability rule of *Proctor/Arnold*, was appropriate and when it ordered that Ms. Gillum's home be removed. CP 23-25.

B. Issues Pertaining to Assignments of Error

1. Did the trial court err when it held that Ms. Gillum did not satisfy the first *Proctor/Arnold* factor even though her home had been properly situated on lot 3 many years before Ms. Gillum bought the home and many years before the Vogues bought the lot? Pertains to Assignments of Error 1 and 5.

2. Did the trial court err when it held that the damage to the Vogues was not slight and there was not ample remaining room to build (a) in reliance on its determination that "the relevant property is lot 3 alone, not lots 3-5 together," CP 24 ¶ 6, even though the Vogues never intended to use lot 3 independently from the rest of their property, and (b) notwithstanding

the Vogues' limited use of their property? Pertains to Assignments of Error 2, 3, and 5.

3. Did the trial court err when it determined "the hardship to the defendant of losing her home is outweighed by the hardship to the plaintiffs of not being able to use the property to build a home," CP 24 ¶ 22, particularly in light of the inconsistent determination that "the disparity in hardships favors the defendant"? CP 25 ¶ 9. Pertains to Assignments of Error 4 and 5.

4. Did the trial court abuse its discretion by ordering that Ms. Gillum's home be destroyed in light of the following: (1) Ms. Gillum did not locate the home, which had been in place for many years before Ms. Gillum purchased it; (2) the Vogues intend to use lots 3-5 as a single property; (3) Ms. Gillum's home occupies 4.2 percent of the Vogues' property, representing approximately 8.1 percent of the value of the property; (4) the Vogues seldom visit the property; (5) there is ample remaining room for the Vogues to build on their property; (6) Ms. Gillum's home would not survive an attempt to move it; (7) destruction of the home would constitute economic waste; (8) Ms. Gillum would be rendered homeless if her home were destroyed; and (9) the Vogues purchased the property with knowledge that Ms. Gillum's home was already present? Pertains to Assignment of Error 5.

C. Standard of Review

A trial court's decision whether to grant injunctive relief as a remedy for encroachment is reviewed for abuse of discretion. *Cogdell v. 1999 O'Ravez Family, LLC*, 153 Wn. App. 384, 390, 220 P.3d 1259 (2009). A trial court abuses its discretion if any of the following is true:

> (1) The decision is "manifestly unreasonable," that is, it falls "outside the range of acceptable choices, given the facts and the applicable legal standard";
>
> (2) The decision is "based on untenable grounds," that is, "the factual findings are unsupported by the record"; or
>
> (3) The decision is "based on untenable reasons," that is, it is "based on an incorrect standard or the facts do not meet the requirements of the correct standard."

State v. Dye, 178 Wn.2d 541, 548, 309 P.3d 1192 (2013).

"Untenable reasons include errors of law." *Humphrey Indus., Ltd. v. Clay St. Assocs., LLC*, 176 Wn.2d 662, 672, 295 P.3d 231 (2013). That is, a "decision based on an erroneous view of the law necessarily constitutes an abuse of discretion." *Sales v. Weyerhaeuser Co.*, 163 Wn.2d 14, 19, 177 P.3d 1122 (2008). "Thus, to determine whether the trial court committed an error of law, which is included in the abuse of discretion standard, we review the alleged error of law itself de novo." *State v. Corona*, 164 Wn. App. 76, 79 n.2, 261 P.3d 680 (2011). Assignments of Error 1-3 and 5 include errors of law subject to de novo review.

The failure to consider a relevant factor also constitutes an error of law and an abuse of discretion. *See Kucera v. State, Dep't of Transp.*, 140 Wn.2d 200, 221, 224, 995 P.2d 63 (2000); *Ugolini v. Ugolini*, 11 Wn. App.2d 443, 449, 453 P.3d 1027 (2019). Assignments of Error 2, 4, and 5 include the failure to consider relevant factors.

"Untenable grounds," i.e., the lack of factual findings supported by the record, exist if the factual findings are not supported by substantial evidence, which is "evidence sufficient to persuade a fair-minded person of the truth of the matter asserted." *Matter of Marriage of Bundy & Rush*, 12 Wn. App.2d 933, 937-38, 460 P.3d 1111 (2020). A decision is also based on untenable grounds when it rests on findings that are internally inconsistent. *State v. Stout*, 89 Wn. App. 118, 126, 948 P.2d 851 (1997). Assignment of Error 4 concerns a finding, Finding of Fact 22, CP 24, that is not supported by substantial evidence and that is inconsistent with another determination, Conclusion of Law 9, CP 25.

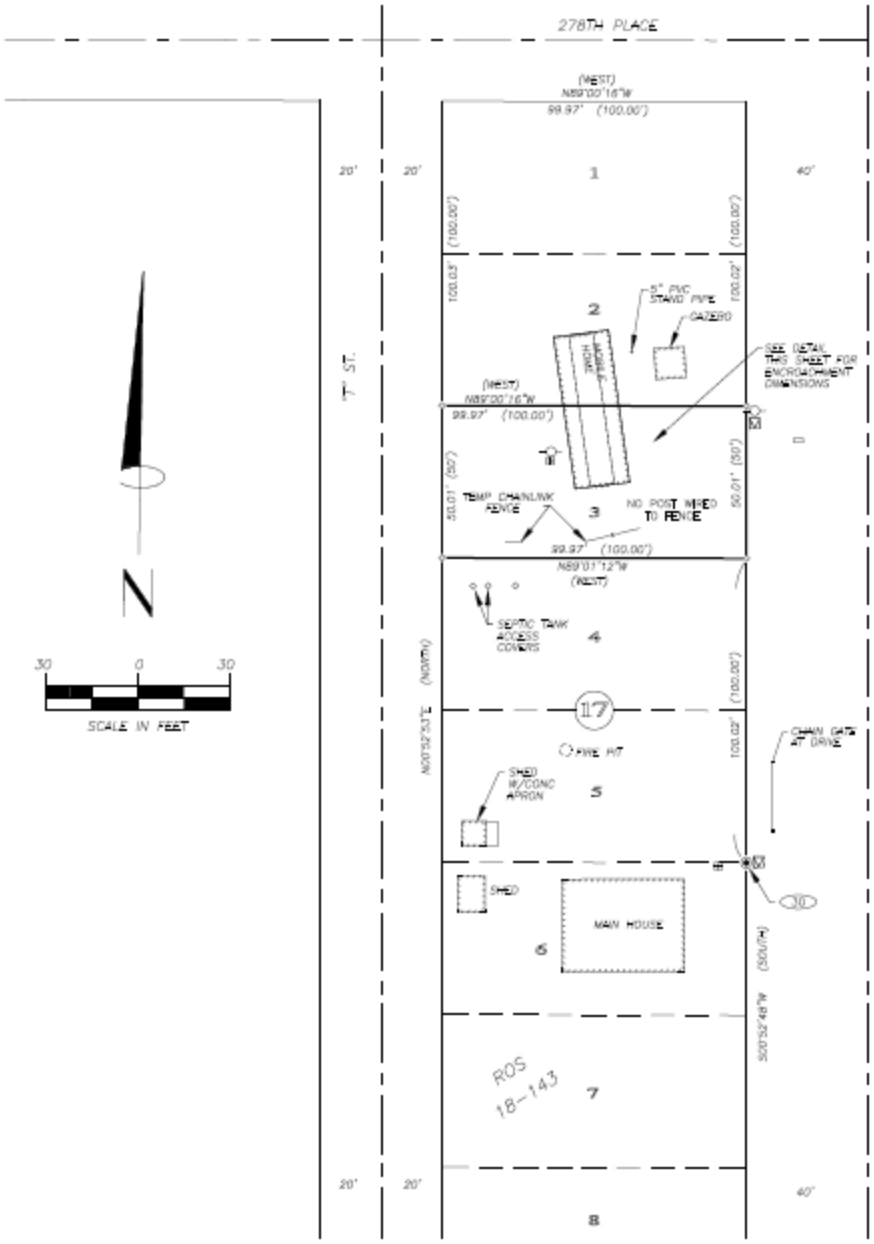
Assignment of Error 5 concerns the ultimate question whether the trial court abused its discretion in ordering that Ms. Gillum's home be demolished. In addition to being based on untenable grounds and untenable reasons as set forth above, the trial court's decision that Ms. Gillum's home should be destroyed was manifestly unreasonable in light of the relevant facts and applicable law.

III. STATEMENT OF THE CASE

A. Ms. Gillum and Her Home in Ocean Park

Patti Gillum, a/k/a Patti Addams, is a 63-year-old resident of Ocean Park, Washington. She is disabled as a result of PTSD, anxiety, and borderline agoraphobia. Her only income is $9,528 per year in social security disability benefits. CP 11 ¶ 3; RP 98-99.

In 1999, Ms. Gillum agreed to purchase 27711 U Street (consisting of three lots, referred to as lots 1-3) and a manufactured home from Monte and Dorothy Howell. CP 11-12 ¶¶ 1, 4; RP 19, 21-23, 89-90; Exs. 1, 6, 7, 50. The home, which was constructed in 1963, had been in place on the property, straddling lots 2 and 3, for many years prior to Ms. Gillum's purchase. CP 12 ¶ 4; Ex. 1. The map below, excerpted from Exhibit 1, shows the location of the property and the home.



Ms. Gillum paid cash for lots 1 and 2 and the home, using the insurance proceeds from the drowning death of her eight-and-one-half-year-old son. She moved into the home at the time of the purchase. CP 12-13

¶¶ 4, 12; RP 21-22, 89-92; Exs. 6, 50. Ms. Gillum agreed to purchase lot 3 for $10,000 over time, with payments of $100 per month. RP 22-23, 97; Ex. 7. The parties agreed that the Howells would pay the property taxes on lot 3 until the purchase was completed. RP 97. **(**Ms. Gillum has an exemption from property taxes with respect to lots 1 and 2. She is charged assessments and has remained current on those charges over the years. RP 99.)

With her husband Billy Gillum's income, Ms. Gillum kept up the payments for the purchase of lot 3 for a period of time. RP 108-10. Unfortunately, Billy Gillum became addicted to opioids; his income that would have gone to continued payments went to his drug habit instead. RP 24, 97. Eventually, Mr. Gillum left the area. Ms. Gillum has not had regular contact with him since 2004 and has not seen him for five to eight years. RP 97-98. Because of the lack of financial support from Mr. Gillum, Ms. Gillum was not able to keep up the payments on lot 3. RP 97. Ms. Gillum does not remember how many payments she made; she can recall only that it was more than 10, but less than 100. RP 108.

Ms. Gillum and the Howells had a few communications when Ms. Gillum missed payments on the purchase, but the Howells did not seek forfeiture of the purchase agreement or take any other action against Ms.

Gillum with respect to the missed payments. She simply did not hear further from the Howells. RP 99.

B. The Vogues and Their Home on Camano Island

Travis and Michelle Vogue, together with their two children, live on Camano Island, in a three-bedroom, 2.5-bath home. CP 12 ¶ 5; Exs. 45-48. Mr. Vogue has lived on Camano Island most of his life. CP 12 ¶ 6. The Vogues live near Mr. Vogue's parents and brother, and own two additional properties across from Mr. Vogue's parents. CP 12 ¶¶ 8, 10. Prior to the pandemic, Mr. Vogue's parents visited with Travis, Michelle, and the children nearly every day. CP 12 ¶ 8. Mr. Vogue's brother also saw the family once or twice a week pre-pandemic. CP 12 ¶ 9.

Mr. Vogue has worked for Island County for approximately 16 years. CP 12 ¶ 7. Ms. Vogue works as a dental hygienist in Mount Vernon, where she is from and where her relatives still live. CP 12 ¶ 7; RP 64.

C. The Vogues' Purchase and Use of 27707 U Street

In 2007, the Vogues purchased two lots (lots 4 and 5) at 27707 U Street, directly south of Ms. Gillum's home. CP 12 ¶ 11; RP 38-39, 80; Exs. 1, 8, 9. They bought the property to use for camping and recreation. RP 70, 80. The Vogues knew Ms. Gillum was living in her home on lots 2 and 3 when they purchased their property. RP 87.

The Vogues' Ocean Park property is 249 miles from their home on Camano Island. It takes approximately 4.5 hours to drive from their home to the property. CP 12 ¶ 11; Ex. 49.

The Vogues' visits to the Ocean Park property have been infrequent. They estimate they visited an average of between five and seven and a half times a year during 2007-2014. They have visited the property less often in the years since, two to four times a year. CP 13 ¶¶ 13, 14.

Some of the Vogues' visits to the Ocean Park property have been for trailer-camping for a few days, often around the Fourth of July and Rod Run, a classic car event in September. Many other visits, however, have been short visits of a few hours or less, simply to cut the lawn or stop by briefly to check on the property. CP 13 ¶¶ 13, 14; RP 40, 70-71, 81, 87.

There are no structures on the Vogues' property, other than a small pump house. The Vogues' "long run" plans for the property, perhaps "20, 30 years down the road," include possibly building a vacation home. CP 13 ¶ 15; RP 59, 69, 76, 81-82, 84; Exs. 66, 80-82.

In 2009, the Vogues obtained a sewage disposal permit for a proposed vacation home. The permit application shows the proposed two-bedroom home, approximately 2437.5 square feet, straddling lots 4 and 5, as well as a septic system on lot 4 and a well on lot 5. CP 13 ¶ 15; RP 71-74; Ex. 10. The Vogues later did install the septic field on lot 4 and the well

in a pump house on lot 5, in the locations shown on the permit application. RP 39, 62, 71-74, 78, 80, 86; Exs. 10, 85, 86.

In April 2013, the Vogues considered buying lot 3 from the Howells. Using a measuring tape, the Vogues measured the extent to which Ms. Gillum's home sat on the lot. The Vogues decided not to buy the lot, in part because they considered the Howells' asking price to be too high and in part because they knew Ms. Gillum's home sat on the property. RP 74-75.

D. The Vogues' Purchase of Lot 3

Unbeknownst to Ms. Gillum, the Howells ceased paying taxes on lot 3 at some point in time.[1] The Pacific County Treasurer scheduled a foreclosure sale for the lot for December 2014. The County did not serve Ms. Gillum with notice of the sale and Ms. Gillum did not otherwise learn about the sale. RP 99-100. The Vogues, having checked the county's records of upcoming foreclosures, did learn of the sale, but did not tell Ms. Gillum. RP 75, 99-100.

Ms. Vogue, accompanied by Mr. Vogue's mother, attended the foreclosure sale. The Vogues purchased lot 3 at the sale for $1,315.37, less than one-fifth of its then-assessed value of $7,000. CP 13 ¶ 16; RP 40-41,

[1] Presumably, given the 2014 foreclosure sale, this occurred in or about 2011. *See* RCW 84.64.050(1), (4).

75-76; Ex. 11. The Vogues knew Ms. Gillum's home sat in part on lot 3 when they purchased the lot. CP 23 ¶ 1; RP 41, 76.

The Vogues purchased lot 3 in order to have more room for camping and recreation, and potentially to build a vacation home someday. RP 76. Before purchasing lot 3, the Vogues had thought that, if they were to build on the property, they would do so on lots 4 and 5, consistent with the design on their septic permit. RP 40, 74, 81-82; Ex. 10. After the purchase of lot 3, they changed their thinking, preferring lot 3 for the location of the potential vacation home. RP 82. They intended, however, that a home on lot 3 would still make use of the septic field on lot 4, the well in the pump house on lot 5, electricity from the pump house on lot 5, and other improvements on the other two lots. RP 39-40, 74, 82, 86; Ex. 10. The home would be the same size authorized by the septic permit, but they would have more room for guests to congregate. RP 74, 82. The Vogues acknowledge they could still build on lots and 4 and 5. RP 74, 88.

E. The Litigation

In 2015, the Vogues commenced this ejectment action against Ms. Gillum, seeking to have her home moved. CP 1. The matter was tried to the court in December 2020. RP 1.

Although the Vogues testified that they wanted Ms. Gillum's home moved, but didn't want to see her lose it, RP 77, 88, an expert in moving

manufactured homes testified, and the trial court agreed, that the home would not survive an attempt to move it. RP 117-28, 176-77; CP 24 ¶ 20, 25 ¶ 4.

The trial court determined that the Vogues were entitled to an injunction requiring Ms. Gillum's home to be removed. CP 22-25; RP 171-78. As the court had found that Ms. Gillum's home would not survive any attempt to move it, removal would require destruction of the home. CP 24 ¶ 20, 25 ¶ 4.

Ms. Gillum filed her notice of appeal in January 2021. CP 27.

IV. ARGUMENT

The applicable law is set forth in *Proctor v. Huntington*, 169 Wn.2d 491, 238 P.3d 1117 (2010), and *Arnold v. Melani*, 75 Wn.2d 143, 449 P.2d 800 (1968). Those decisions recognized that, over time, the traditional rule that "a property owner had an absolute right to eject trespassers—and to require them to remove encroaching structures," had transformed in order to "mitigate harsh or unjust results" arising from its strict application. *Proctor*, 169 Wn.2d at 496-97. To take its place, the courts developed a new rule, known as the "liability rule," in which an injunction would be denied when ordering removal of the encroaching structure would be inequitable. *Id.* at 497, 500; *Arnold*, 75 Wn.2d at 152-53. Instead, the encroaching party would be required to purchase the portion of the property

on which the encroachment occurred. *Proctor*, 169 Wn.2d at 497, 499-504; *Arnold*, 75 Wn.2d at 146, 153.

The liability rule recognizes that "injunctions should not mechanically follow from any encroachment." *Proctor*, 169 Wn.2d at 502. Indeed, given that injunctions are a form of equitable relief, it would be "a contradiction of terms to adhere to a rule which requires a court of equity to act oppressively or inequitably and by rote rather than through reason." *Arnold*, 75 Wn.2d at 153. Instead, the court has a "duty to achieve fairness between the parties" through a "flexible and fact-specific" consideration of the situation. *Proctor*, 169 Wn.2d at 503.

Arnold and *Proctor* adopted the following guidelines for assessing the equities and deciding when a court should require a purchase instead of ejectment:

> (1) The encroacher did not simply take a calculated risk, act in bad faith, or negligently, willfully or indifferently locate the encroaching structure;
>
> (2) the damage to the landowner was slight and the benefit of removal equally small;
>
> (3) there was ample remaining room for a structure suitable for the area and no real limitation on the property's future use;
>
> (4) it is impractical to move the structure as built; and
>
> (5) there is an enormous disparity in resulting hardships.

Proctor, 169 Wn.2d at 500; *Arnold*, 75 Wn.2d at 152.

In this case, under *Proctor* and *Arnold*, Ms. Gillum should be required to purchase the land under her home plus a five-foot setback (totaling 623 square feet), rather than be subject to an injunction requiring destruction of her home. Ms. Gillum does not oppose injunctive relief as to other items on the property, raised by the Vogues for the first time at trial, such as a fence, flower bed, and lilac bush. This appeal concerns only the order to demolish Ms. Gillum's home.

The party seeking to invoke the liability rule bears the burden of establishing the relevant facts by clear and convincing evidence. *Garcia v. Henley*, 190 Wn.2d 539, 545, 415 P.3d 241 (2018). In this case, however, there are no significant factual disputes. The relevant question is whether the trial court properly applied the law applicable to the facts.

Sections A-E below address the five *Proctor/Arnold* factors. Section F addresses an additional relevant factor, the fact that the Vogues purchased lot 3 with knowledge of the presence of Ms. Gillum's home. Section G then addresses the ultimate question whether the trial court abused its discretion in ordering the destruction of Ms. Gillum's home.

A. Ms. Gillum Satisfied the First *Proctor/Arnold* Factor.

The first *Proctor/Arnold* factor asks if the "encroacher did not simply take a calculated risk, act in bad faith, or negligently, willfully or

indifferently locate the encroaching structure." *Arnold*, 75 Wn.2d at 152. This factor speaks to the typical fact pattern, in which the defendant builds a structure that encroaches on the plaintiff's property, despite some warning they might be encroaching. *See, e.g., id.* at 150 (discussing *Tyree v. Gosa*, 11 Wn.2d 572, 119 P.2d 926 (1941), in which the encroacher, "after being warned of a dispute as to a property line, took a chance by constructing two houses on the questioned area"); *Bach v. Sarich*, 74 Wn.2d 575, 581, 445 P.2d 648 (1968) ("defendants proceeded to construct the apartment in question with full knowledge that their right to do so was contested."). By its terms, this factor addresses the defendant's actions and mindset in building the encroaching structure.

In *Riley v. Valaer*, 12 Wn. App.2d 1082 (2020) (unpublished; cited pursuant to GR 14.1), this Court recognized that the cases on which *Arnold* relied "all involved the establishment of a new encroachment by the party resisting ejectment, as opposed to a later owner who had purchased a preexisting structure and had not participated in building the encroachment." *Id.* at *5. This Court further noted that subsequent cases granting injunctions also "involved an encroacher who either actively continued or began the encroaching activity ***after*** learning that their right to do so was being challenged." *Id.* at *6. Based on these cases, as well as on *Arnold*'s use of the terms "encroacher" and "locate," *Riley* concluded that

"the first element applies to the party responsible for actively setting or establishing the encroachment," not to "a subsequent purchaser who did not participate in developing a preexisting encroachment." *Riley,* 12 Wn. App.2d at *5-6; *Pelosi v. Wailea Ranch Estates*, 985 P.2d 1045, 1056-57 (Haw. 1999) (subsequent purchaser "cannot be said to have performed 'deliberate or intentional' acts with regard to the creation of the two structures."). Consistent with this reasoning, Washington's courts have denied injunctive relief when the encroaching party purchased a preexisting structure. *See, e.g.*, *Arnold*, 75 Wn.2d at 144-45; *Riley*, 12 Wn. App.2d at *3, 6 (plaintiffs "do not identify a single Washington case" granting an injunction when the encroacher had purchased a preexisting structure).[2]

In this case, it is unknown exactly when the 1963 manufactured home was installed on the property, but the parties stipulated that it has been in place for many years. CP 12 ¶ 4. Ms. Gillum did not locate the home on lot 3; it was present long before she bought the home.

Nor was Ms. Gillum encroaching when she purchased and moved into the home. At the time, she had entered into a contract to purchase lot 3 and was entitled to live there. RP 22, 97. "The vendee under a real estate

---

[2] *Accord Hoffman v. Bob Law, Inc.*, 888 N.W.2d 569, 571-74 (S.D. 2016); *Seid v. Ross*, 853 P.2d 308, 311 (Or. Ct. App. 1993); *Englert v. Zane*, 848 P.2d 165, 171 (Utah Ct. App. 1993).

contract has the right to possession of the land, the right to dominion and control of the land," and "is clearly the beneficial owner of the real property." *Bays v. Haven*, 55 Wn. App. 324, 328, 777 P.2d 562 (1989). Ms. Gillum's sellers, the Howells, could have sought to terminate these rights after she stopped making payments, *see* RCW 61.30.020, but they chose not to do so. As a result, Ms. Gillum was entitled to possession and was not encroaching at any time until the Vogues purchased the property at the foreclosure sale, 15 years after her purchase.

In light of these facts, and in reliance on the holding of and reasoning set forth in *Riley*, Ms. Gillum argued to the trial court that she had satisfied the first *Proctor/Arnold* factor. Supp. CP 8 ¶ 33, 11 ¶ 3.a; RP 166-67. The trial court rejected this argument. CP 23 ¶¶ 10-13, 24 ¶ 5, 25 ¶ 11; RP 173-75. It held that, even though Ms. Gillum "did not locate the home on lots 2 and 3," she "knew of the encroachment when she purchased the home and let it continue." CP 24 ¶ 5; *see also* CP 23 ¶ 10 ("Mrs. Gillum was aware of the encroachment when she purchased lots 1 and 2 in 1999.").

These determinations were erroneous as a matter of law for two reasons. First, at the time of her purchase, there simply was no encroachment. As the vendee under the real estate contract, Ms. Gillum was entitled to possession. *Bays*, 55 Wn. App. at 327-28. Her right to possession continued until the 2014 foreclosure sale.

Second, for the reasons set forth in *Riley*, a party such as Ms. Gillum who purchases a preexisting structure has not located the structure negligently, willfully, indifferently, or through undertaking a calculated risk. *Compare, e.g.*, *Bach*, 74 Wn.2d at 581-82. She cannot be faulted for placing the home on lot 3, given that it was in place long before she ever bought it.

The Vogues may argue that, even if Ms. Gillum did not locate the home and was not encroaching when she bought it, she acted negligently by defaulting on the agreement to purchase or by allowing the tax foreclosure to occur. Such an argument would ignore the fact that *Proctor* and *Arnold* speak of negligence in the act of locating the encroaching structure, an act that Ms. Gillum did not perform. Nor did Ms. Gillum act negligently with regard to the foreclosure sale. She had agreed with the Howells that they would pay the taxes, RP 97, and she never received notice from the County, the Howells, or the Vogues that the lot was being sold out from under her. RP 99-100. Ms. Gillum was not encroaching on property of the Vogues until the Vogues purchased it at the sheriff's sale in December 2014. And she had no knowledge of the sale until after the fact, when she was served with the Vogues' Complaint. RP 100.

B. Ms. Gillum Satisfied the Second *Proctor/Arnold* Factor.

The second *Proctor/Arnold* factor looks to whether "the damage to the landowner was slight and the benefit of removal equally small." *Arnold*, 75 Wn.2d at 152. *Proctor* specifically rejected the argument that whether the damage to the landowner is slight is to be measured by whether the "encroachment is 'slight' in an absolute sense." 169 Wn.2d at 501-03. Instead, *Proctor* relied on the following indicia:

- The percentage of the landowner's property on which the encroaching structure sits. *Proctor*, 169 Wn.2d at 502-03 (3.3 percent); *accord Riley*, 12 Wn. App.2d at *3 (8.18 percent);
- The percentage of the value of the landowner's property. *Proctor*, 169 Wn.2d at 503; *accord Arnold*, 75 Wn.2d at 146; and
- The landowner's use of the property. *Proctor*, 169 Wn.2d at 503*; see also Arnold*, 75 Wn.2d at 145 (noting five years between absentee owners' visits to property).

The trial court made two significant legal errors in analyzing the second *Proctor/Arnold* factor. First, it held that whether the damage to the Vogues was slight should be determined by considering lot 3 in isolation, not the entire property. CP 24 ¶ 6; RP 172-73, 176. Second, it did not consider or address the Vogues' limited use of the property. We address

these issues in turn.

1. The relevant property is the Vogues' entire property.

Proctor and *Arnold* made clear that the second factor is concerned with "the damage ***to the landowner***," *Proctor*, 169 Wn.2d at 500; *Arnold*, 75 Wn.2d at 152, not to an individual lot when the landowner owns several contiguous lots. In keeping with this principle, *Arnold* addressed an encroachment on one of the landowner's two contiguous lots, 75 Wn.2d at 144, but examined the impact of the encroachment in terms of "the total value of the lots." *Id.* at 146.

Proctor and *Arnold*'s focus on damage to the landowner and the entire property was consistent with their emphasis on "the reasoned use of injunctive relief," to be applied "in a meaningful manner, not blindly," and "through reason," rather than "by rote." *Proctor*, 169 Wn.2d at 500, 502; *Arnold*, 75 Wn.2d at 152-53. In doing so, they adhered to the principle that "[e]quity looks at realities." *Anthony v. Warren*, 28 Wn.2d 773, 788, 184 P.2d 105 (1947).

The reality in this case is that the Vogues intend to use lot 3 together with the rest of their land, as a single property. Specifically, they stated that, if they ever built a vacation home on lot 3, they would use the 400-square-foot septic field they have already installed on lot 4, the well they

have already installed in the pump house on lot 5, the electricity they have already installed on lot 5, and their other improvements on lots 4 and 5. RP 39, 86, 161; Ex. 10. In fact, they installed the septic field on lot 4 ***after*** they bought lot 3 and began thinking about lot 3 as the potential location of a vacation home. RP 78, 82. The Vogues also stated that increasing their property would provide more room for people to congregate and stay with them. RP 82. They have no intention, and never have had any intention, to use lot 3 as a separate and discrete tract.[3]

It certainly makes sense for the Vogues to rely on the existing improvements, rather than to install a second septic field, drill a second well, install a second driveway, etc. Indeed, Pacific County's ordinance governing on-site sewage treatment would make it extremely difficult, if not impossible, to build a home of the proposed size (2437.5 square feet) on lot 3 that does not rely on the existing septic field and well located on the other lots. The ordinance requires a septic field to be located at least 100 feet from a well and ten feet from a building. Pacific Cnty. Bd. of Health

[3] The Vogues' stated intent to use the three lots together is consistent with their historic treatment of lots 4 and 5 as a single property. This is evident in their septic permit application, reflecting a proposed home that straddles lots 4 and 5 and makes use of the septic field on lot 4 and the well on lot 5. RP 40; Ex. 10. It is also reflected in their combined use of "the property" for camping and recreation. RP 39-40; Exs. 79-84.

Ord. No. 3E, On-Site Sewage Treatment and Disposal § 10.1; RP 83; Ex. 10.

In short, not only do the Vogues intend to make use of lot 3 in conjunction with the rest of the property, they could not use lot 3 for their potential vacation home without using the rest of the property. It is not appropriate for the Vogues to simultaneously argue that (1) they want to build a vacation home on lot 3 that relies on the improvements on the rest of their property, but (2) the rest of their property and its improvements should be ignored in assessing the degree to which Ms. Gillum's home prevents them from building.

The trial court decided, without rationale or explanation, that the measure of impact on the Vogues must be with respect to lot 3 alone. CP 24 ¶ 6; RP 172-73, 176. That decision was arbitrary and it was wrong.

In multiple contexts, Washington law treats contiguous lots as a single property when the owner so treats the property. These include, for example:

- Eminent domain compensation. *See, e.g., State v. Wandermere Co.*, 89 Wn. App. 369, 377-78, 949 P.2d 392 (1997).
- Special assessments for local improvements. *See, e.g., Doolittle v. City of Everett*, 114 Wn.2d 88, 94-95, 103, 786 P.2d 253 (1990).

- Homesteads. *See, e.g.*, *Baker v. Baker*, 149 Wn. App. 208, 211-12, 202 P.3d 983 (2009) (homestead may include home and surrounding property used to support the home, even if consisting of separate lots).

- Elections. *See, e.g.*, *Dumas v. Gagner*, 137 Wn.2d 268, 287-88, 971 P.2d 17 (1999) (candidate resided in appropriate district; trial court erred in finding lack of legal consolidation of three adjacent lots significant, given that the candidate treated the three lots as a single property).

- Setbacks. *See, e.g.*, *Weld v. Bjork*, 75 Wn.2d 410, 412, 451 P.2d 675 (1969) (no setback requirement exists between adjacent lots under common ownership) (The Vogues' own septic permit application, CP 13 ¶ 15; Ex. 10, is consistent with this rule, but the reliance by the trial court, CP 23 ¶ 6, and the Vogues, RP 51-52; Ex. 87, on the supposed existence of a required side setback between lots 3 and 4 is not).

- Encroachments. *See, e.g.*, *Arnold*, 75 Wn.2d at 144, 146.

The larger-parcel test, found in the law governing eminent domain and special assessments for local improvements, provides a relevant analogy, confirming that the Vogues' entire property should be viewed as a single property. That test determines whether separate lots should be regarded as one property by examining: (1) unity of ownership, (2) unity of use, and (3) contiguity. *Doolittle*, 114 Wn.2d at 94-95. Here, unity of

ownership is established by the Vogues' ownership of all three lots. Exs. 8, 9, 11. Unity of use is shown by the Vogues' assertions that their use of lot 3 would be in conjunction with and reliant on the improvements already existing on the other lots. RP 39, 86, 161; Ex. 10. And the lots are contiguous. Ex. 1.[4] The Vogues' property is properly viewed as a single unit. *Cf. Doolittle*, 114 Wn.2d at 103 (three lots improved by a single building that have been used together were properly viewed as one property for imposing assessment).

As in *Dumas*, 137 Wn.2d at 287, the trial court "cited no legal authority to support its attachment of significance to th[e] fact" that contiguous lots, used together by their owner, were not legally consolidated. CP 24 ¶ 6; RP 172-73, 176. Its determination that lot 3 should be viewed in isolation was out of step with the rules set forth in *Proctor* and *Arnold* and the other cases cited above. It was also out of step with the requirement to look at the realities of the situation, including the Vogues' intent to use the lots together as a single property.

[4] The test is necessarily applied by analogy because, in the eminent domain and assessment cases, it is based on the current use of the properties, rather than future use. *Doolittle*, 114 Wn.2d at 101. The Vogues, to their credit, have not resorted to self-help to evict Ms. Gillum and, therefore, have not yet made use of lot 3. RP 54. Unity of use, therefore, must necessarily be examined with their intended use in mind.

When the encroachment in this case is properly viewed by considering the "damage to the landowners" with respect to their use of the entire property, rather than the impact on only one of their three contiguous lots, it is evident that the harm to the Vogues is slight. Ms. Gillum's home, together with a five-foot setback, occupies 623 square feet (4.2 percent) of the Vogues' 15,000 square foot property. RP 138, 146. This is slightly more than the 3.3 percent encroachment in *Proctor* and approximately half the 8.18 percent encroachment in *Riley*. *Proctor*, 169 Wn.2d at 502-03; *Riley*, 12 Wn. App.2d at *3.

Measured in terms of value, the assessed values of lots 3-5 (which show lot 3 to account for just over 16 percent of the total value), Exs. 3-5, and the uncontradicted testimony of Ms. Gillum's expert that the encroachment accounts for half the value of lot 3, RP 146-47, yield a determination that the encroachment accounts for 8.1 percent of the value of the Vogues' property. *Compare, e.g., Arnold*, 75 Wn.2d at 146 (16.7 percent). In terms of both square footage and value, the damage from the encroachment is slight.

2. The Vogues' infrequent use of the property demonstrates the harm to them is slight.

As noted, *Proctor* and *Arnold* look to the "damage to the landowner," not to "the land." *Proctor*, 169 Wn.2d at 500; *Arnold*, 75

Wn.2d at 152. Accordingly, the assessment of damage must consider the landowner's use of the property and the extent to which the encroachment affects that use. *See, e.g., Proctor*, 169 Wn.2d at 503; *Arnold*, 75 Wn.2d at 145, 148, 152.

Here, the Vogues, who live 4.5 hours away, CP 12 ¶ 11, have made relatively little use of the property. Before the December 2014 purchase of lot 3, they visited five to 7.5 times a year. CP 13 ¶ 13. Since then, they have visited less often, two to four times a year. CP 13 ¶ 14. While some visits have been for two to three days, many others have been very short, often two hours or less, simply to cut the lawn or check up on the property. CP 13 ¶¶ 13, 14; RP 70-71, 81, 87. Though the Vogues say they may wish to build a vacation home on the property, "in the long run," that may be, "20, 30 years down the road." RP 59, 81-82, 84. This fact necessarily diminishes the present value of the impact of the encroachment on their use. The Vogues' infrequent use of the property and the tentative, long-term nature of their future plans demonstrate that the damage to them from the presence of Ms. Gillum's home is slight and the benefit of removing Ms. Gillum's home is small.

The trial court, however, made no findings regarding, and placed no reliance on, the fact that the Vogues' limited use of the property demonstrates that the damage to them has been slight. The failure to

consider this relevant factor was error. *See Kucera.*, 140 Wn.2d at 221, 224; *Ugolini*, 11 Wn. App.2d at 449.

C. Ms. Gillum Satisfied the Third *Proctor/Arnold* Factor.

The third *Proctor/Arnold* factor asks whether "there was ample remaining room for a structure suitable for the area and no real limitation on the property's future use." *Arnold*, 75 Wn.2d at 152. For the reasons set forth in the previous section, the relevant property is the entire property, not lot 3 alone. Properly viewed, there can be no question that there is ample remaining room on the 15,000 square foot property to build a suitable structure, notwithstanding the 623 square feet occupied by Ms. Gillum's home, and no real limitation on the Vogues' use of the property. The Vogues' own testimony and septic permit application confirm that they could build their potential vacation home on lots 4 and 5, or on some other combination of the three lots. CP 13 ¶ 15; RP 40, 74, 88; Ex. 10.

D. Ms. Gillum Satisfied the Fourth *Proctor/Arnold* Factor.

1. Ms. Gillum's home would not survive an attempt to move it.

The fourth *Proctor/Arnold* factor asks whether "it is impractical to move the structure as built." *Arnold*, 75 Wn.2d at 152. The trial court found in favor of Ms. Gillum with respect to this factor, determining that "[e]xpert testimony was offered and accepted that it is impractical to move the

structure as built. The home would not survive an attempt to move it." CP 24 ¶ 20. *See also* CP 25 ¶ 8; RP 176-77.

Bill Berwick, the owner of Berwick's Mobile Home Service, has decades of experience moving manufactured homes. RP 111-12. He testified the home would collapse if one attempted to move it. RP 117, 119-24, 127-28. Though the home would be fine if left in place, it would not survive any attempt to move it off lot 3. RP 117, 119-24, 127-30. The trial court's order requiring removal of the home is, in fact, an order to destroy Ms. Gillum's home.

2. Destroying Ms. Gillum's home would constitute economic waste.

Proctor emphasized the importance of avoiding injunctions that yield economically inefficient results, *Proctor*, 169 Wn.2d at 496-97, also sometimes referred to as economic waste. "[R]equiring removal of an encroachment may constitute economic waste if the encroaching structure must be destroyed." *Hoffman*, 888 N.W.2d at 574.

To assess the potential for economic waste, courts compare the cost of moving or replacing an encroaching structure with the impact of the encroachment on the value of the area subject to the encroachment. *See, e.g.*, *Proctor*, 169 Wn.2d at 495, 499 (discussing *Arnold*), 503; *Arnold*, 75 Wn.2d at 146; *Riley*, 12 Wn. App.2d at *2; *Hanson v. Estell*, 100 Wn. App.

281, 288-89, 997 P.2d 426 (2000); *Graham v. Jules Inv., Inc.*, 356 P.2d 986, 992 (Colo. App. 2014).

Here, the cost to demolish Ms. Gillum's home, purchase a replacement, and install the replacement on lots 1 and 2 would be about $67,000. RP 126-27. Of course, Ms. Gillum could not afford to pay that amount, so the home likely would be replaced by a tent. RP 104-05.

In contrast, the estimated diminishment in value of the Vogues' property caused by the encroachment, and the corresponding increase in value if the home were to be destroyed, is $5,000. RP 146. The net benefit of destroying Ms. Gillum's home is not economically efficient. It would constitute economic waste.

E. Ms. Gillum Satisfied the Fifth *Proctor/Arnold* Factor.

The fifth *Proctor/Arnold* factor examines whether "there is an enormous disparity in resulting hardships." *Arnold*, 75 Wn.2d at 152. The trial court's determinations with regard to this factor are, at least, puzzling. On the one hand, Finding of Fact 22 found that "[t]he hardship to the defendant of losing her home is outweighed by the hardship to plaintiffs of not being able to use the property to build a home." CP 24 ¶ 22. In contrast, Conclusion of Law 9 determined that "[r]egarding factor five from *Proctor*: the disparity in hardships favors the defendant." CP 25 ¶ 9. *See also* RP

177 (characterizing Ms. Gillum's situation as "dire" and hardship to her of losing her home as "enormous").

These two determinations are flatly inconsistent with each other. Internally inconsistent findings are untenable and, as such, constitute an abuse of discretion. *Stout*, 89 Wn. App. at 126.

Moreover, the determination that the hardship to Ms. Gillum is outweighed by the hardship to the Vogues is not supported by substantial evidence, that is, "evidence sufficient to persuade a fair-minded person of the truth of the matter asserted." *Marriage of Bundy & Rush*, 12 Wn. App.2d at 937-38. No fair-minded person could conclude that the hardship to Ms. Gillum of losing her home and becoming homeless is outweighed by the hardship to the Vogues of a 623-square-foot limitation on the use of their recreational property, which they visit only occasionally. Even if the Vogues proceed someday with their plans to build a vacation home, they have ample remaining room to do so.

Washington's encroachment cases have, with near uniformity, refused to grant injunctive relief when the encroaching structure is the defendant's home. *See, e.g., Proctor*, 169 Wn.2d at 493; *Arnold*, 75 Wn.2d at 144-45; *People's Sav. Bank v. Bufford*, 90 Wash. 204, 205, 155 P. 1068

(1916); *Riley*, 12 Wn. App.2d at *1.[5] To the best of the undersigned's knowledge, the only exception has been *Tyree*, where "the encroachers had notice that they might be building on another's land and took that risk when building." *Proctor*, 169 Wn.2d at 499. Those facts are, of course, not present here.

Moreover, Washington's courts have not sanctioned injunctive relief requiring destruction of a home when the homeowner would be rendered homeless and unable to afford new housing as a result of the injunction. Under these circumstances, there can be no doubt that there is an enormous disparity between the harm to Ms. Gillum from being rendered homeless and the harm to the Vogues from a limitation on the use of their recreational property.

The trial court's assessment of this issue appears to have been influenced by its decision to, "not utilize the bank accounts, relative success, wealth, or other land holdings of the parties in contemplating the disparity of hardship between them." CP 24 ¶ 21; *see also* RP 177-78. That is, the trial court appears to have chosen to ignore (1) the fact that Ms. Gillum's financial condition means that if her home is destroyed, she likely will

---

[5] *Compare, e.g., Garcia*, 190 Wn.2d at 541 (fence); *Bach*, 74 Wn.2d at 577 (commercial apartment development); *Adamec v. McCray*, 63 Wn.2d 217, 218, 386 P.2d 427 (1963) (boat moorage); *Mahon v. Haas*, 2 Wn. App. 560, 564, 468 P.2d 713 (1970) (commercial greenhouse).

become homeless, as she does not have the resources to rent replacement housing, RP 104-05, and (2) the fact that the Vogues' residence is elsewhere, that is, the encroachment does not interfere with their home, but only with their recreational property. These facts are directly relevant to assessing the relative hardship of the parties, as mandated by *Proctor* and *Arnold*. No law supports ignoring them. The failure to consider a relevant factor constitutes an error of law and an abuse of discretion. *See Kucera*, 140 Wn.2d at 221, 224; *Ugolini*, 11 Wn. App.2d at 449.

F. The Vogues Purchased with Knowledge of the Presence of the Home.

The Vogues knew that Ms. Gillum's home sat on lot 3 before they purchased the lot. CP 23 ¶ 1; RP 41, 75, 87. Indeed, the Vogues had previously taken a measuring tape and measured for themselves the degree to which the home sat on lot 3. RP 75. Ms. Gillum requested that the trial court consider this fact as a relevant factor in determining whether the Vogues were entitled to injunctive relief. Supp. CP 10 ¶ 40, 12 ¶ 4; RP 168. The court declined to do so.

Proctor and *Arnold* speak of encroaching parties who take a calculated risk by locating a structure on the property of another. Here, however, the Vogues created the encroachment with full knowledge of the circumstances, taking a calculated risk that they could benefit from Ms.

Gillum's lack of knowledge of the foreclosure and her limited resources, which they hoped would enable them to displace her with relative ease. Contrary to *Arnold*, they sought "to gain purchase of an equitable club to be used as a weapon of oppression rather than in defense of a right." *Arnold*, 75 Wn.2d at 153. They should not benefit from their calculation.

Washington law has, for many decades, held that a relevant factor in determining whether a plaintiff is entitled to injunctive relief is whether the plaintiff has contributed to the situation about which it complains. In *Buchanan v. Simplot Feeders, Ltd. P'ship*, for example, the court noted that "[p]laintiffs who purchase or improve property, after the establishment of a local nuisance activity, have 'come to the nuisance.' While this fact did not absolutely bar the plaintiff's nuisance action, it was one factor to be considered in whether to grant the plaintiff relief." 134 Wn.2d 673, 678, 952 P.2d 610 (1998).[6]

---

[6] *See also, e.g., Isthmian S.S. Co. v. Nat'l Marine Eng'rs' Beneficial Ass'n*, 41 Wn.2d 106, 117, 247 P.2d 549 (1952) (reversing injunction; "There can be no question that Isthmian is threatened with substantial injury, but that threat arises from a situation which, in large measure, it helped to create."); *City of Benton City v. Adrian*, 50 Wn. App. 330, 339-40, 748 P.2d 679 (1988) (trial court abused its discretion when it granted injunction without considering plaintiff's partial responsibility for water runoff on its property); RESTATEMENT (SECOND) OF TORTS § 941, comment b (1979) ("In some situations, however, the plaintiff may be partly responsible for the hardship the defendant would suffer from an injunction. For example, . . . the plaintiff may have moved into the area adversely affected by the defendant's operations with knowledge of the existence of those adverse effects—i.e., the plaintiff 'came to the nuisance.'").

When a plaintiff purchases property with knowledge that the defendant's structure already exists on the property, that fact militates against the issuance of an injunction. *See, e.g., Hanson*, 100 Wn. App. at 284 ("They bought knowing that the Hanson barn encroached on their land.").[7] The trial court here erred when it declined to weigh the fact that the Vogues purchased lot 3 with knowledge of the presence of Ms. Gillum's home. The issuance of injunctive relief without considering a relevant factor is an abuse of discretion. *See, e.g., Kucera*, 140 Wn.2d at 217-24; *Ugolini*, 11 Wn. App.2d at 449.

G. The Trial Court Abused Its Discretion in Granting an Injunction and Determining That the Liability Rule Did Not Apply.

The trial court's order granting the Vogues' request for an injunction and requiring that Ms. Gillum's home be demolished was an abuse of discretion. The court misapplied the law applicable to determining whether Ms. Gillum had satisfied the first three *Proctor/Arnold* factors, i.e., by failing to credit the fact that Ms. Gillum did not locate the home, Section A,

---

[7] *See also, e.g., Soma v. Zurawski*, 772 N.W.2d 724, 731 (Wis. Ct. App. 2009) ("There was also evidence that the Somas knew of the encroachment by the time they purchased their lot."); *Seid*, 853 P.2d at 311 ("[T]hey purchased their property knowing that the matter was unresolved."); *Kratze v. Indep. Order of Oddfellows, Garden City Lodge*, 500 N.W.2d 115, 121 (Mich. 1993) ("[T]he plaintiff knew before purchasing the property that a portion of the Oddfellows' building stood on the property he intended to purchase."); *Englert*, 848 P.2d at 166-67, 171 (Plaintiffs had "advance notice" of encroachment from their pre-purchase survey).

and by considering lot 3 in isolation. Sections B.1, C. The trial court further erred by failing to consider multiple relevant factors, including the Vogues' infrequent use of the property, Section B.2, the fact that Ms. Gillum's financial condition means that if her home is destroyed, she likely will become homeless, Section E, the fact that the encroachment affects the Vogues' vacation property, not their home, id., and the fact that the Vogues purchased lot 3 knowing that Ms. Vogues' home was present, Section F.

Together, these errors skewed the trial court's assessment of the parties' relative hardships and led it to conclude, incorrectly, that an injunction requiring destruction of Ms. Gillum's home was warranted. When all the relevant factors are assessed under the applicable law, they demonstrate that the trial court abused its discretion in granting injunctive relief instead of applying the liability rule of *Proctor* and *Arnold.* These factors included: (1) Ms. Gillum did not locate the home, which had been in place for many years before she bought it, (2) the Vogues plan to treat lots 3-5 as a single property, (3) Ms. Gillum's home occupies 4.2 percent of the Vogues' property, representing approximately 8.1 percent of the property's value, (4) the Vogues seldom visit the property, (5) the Vogues have demonstrated that they have ample room to build the vacation home they say they may someday build on the remainder of the property, (6) Ms. Gillum's home would not survive an attempt to move it, (7) destruction of

the home would be economic waste, (8) Ms. Gillum would become homeless if her home were destroyed, and (9) the Vogues bought the property knowing that Ms. Gillum's home was already present. In light of these factors, the trial court's issuance of an injunction was an abuse of discretion.

V. CONCLUSION

The trial court misapplied the law in multiple respects and abused its discretion in granting an injunction requiring Ms. Gillum's home to be destroyed. This Court should vacate the judgment and direct the trial court to require Ms. Gillum to purchase, with payments over time, the 623 square feet occupied by her home and a five-foot setback.

DATED this 12th day of May, 2021.

NORTHWEST JUSTICE PROJECT

DocuSigned by:
David Tarshes
8CB0C23956364A1...

David Tarshes, WSBA #13658
Jerret E. Sale, WSBA #14101
Thomas McKay, WSBA #46501
401 Second Ave S., Suite 407
Seattle, WA 98104
Tel. (206) 464-1519
Fax (206) 299-3123
Email davidt@nwjustice.org
Attorneys for Defendant/Appellant
Patti Gillum

CERTIFICATE OF SERVICE

I declare under penalty of perjury under the laws of the State of Washington that on this 12th day of May, 2021, I caused a true and correct copy of the BRIEF OF APPELLANT PATTI GILLUM to be filed with the Court of Appeals, Division II, and to be served on the Attorney of Record, via the Washington State Appellate Courts' Portal and first class mail addressed to following:

ETHICAL PRACTITIONER
E.P. Hackenberg
5505 Louise St. SW
Tumwater, WA 98512
res.ipsa.loquitur@gmail.com
Attorney for Plaintiffs/Respondents

SIGNED at Spokane, Washington, this 12th day of May, 2021.

NORTHWEST JUSTICE PROJECT

DocuSigned by:
Nia R. Platt
C6B607E71A86426...

Nia Platt, Legal Assistant
1702 W. Broadway Ave
Spokane, Washington 99201
Phone: (509) 324-9128
Fax: (206) 299-3185
Email: nia.platt@nwjustice.org

NORTHWEST JUSTICE PROJECT

May 12, 2021 - 3:15 PM

Transmittal Information

Filed with Court:	Court of Appeals Division II
Appellate Court Case Number:	55638-3
Appellate Court Case Title:	Travis Vogue & Michelle Vogue, Respondents v. Patti Lou Gillum, Appellant
Superior Court Case Number:	16-2-00079-9

The following documents have been uploaded:

- 556383_Briefs_20210512151414D2081002_0039.pdf
  This File Contains:
  Briefs - Appellants
  The Original File Name was Brief of Appellant Patti Guillam.pdf

A copy of the uploaded files will be sent to:

- jerretsale@gmail.com
- nia_platt@comcast.net
- res.ipsa.loquitur@gmail.com

Comments:

Sender Name: David Tarshes - Email: davidt@nwjustice.org
Address:
401 2ND AVE S STE 407
SEATTLE, WA, 98104-3811
Phone: 206-464-1519 - Extension 0935

Note: The Filing Id is 20210512151414D2081002